

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 33			
2. CONTRACT NO.		3. SOLICITATION NO. N00174-05-R-0037		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 16 Aug 2005		6. REQUISITION/PURCHASE NO. 5252151677554			
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: KAREN TINDLEY 112J KAREN.TINDLEY@NAVY.MIL INDIAN HEAD MD 20640-5035				CODE N00174		8. ADDRESS OFFER TO (If other than Item 7) CODE					
				See Item 7							
TEL: 301/744-6385						TEL:					
FAX: 301/744-6547						FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Supply Department, Bldg 1558</u> until <u>03:00 PM</u> local time <u>16 Sep 2005</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME KAREN TINDLEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6385		C. E-MAIL ADDRESS karen.tindley@navy.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Testing of pin pullers in accordance with Statement of Work. See attachment A.	1	LO	\$	\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data in accordance with DD 1423	1	LO	NSP	NSP*

*Not Separately Priced

Section C - Descriptions and Specifications

SECTION C

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) B, attached hereto.

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

IHD 30 - HAZARDOUS MATERIALS (NAVSEA/IHD) FEB 2000

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT REGULATIONS	APPLICABLE
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A, D, G
*6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100
- B. Official Air Transport Restricted Articles Tariff No. 6C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Joint Manual (AFJM) 24Preparation of Hazardous Materials for Military Air Shipment
- *G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90,
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg:

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Inspection and acceptance of deliverable reports for furnished services under this contract shall be made by the Government within 10 days after receipt.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	8 months after award of contract	1 LO	NAVSEA Indian Head Division 101 Strauss Avenue Attention: Jeff Carlson, 5210I Indian Head, MD 20640-5035	N00174
0002	In accordance with the CDRLS	1 LOT	Same as above	N00174

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7000	Postaward Conference	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☒ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: **INDIAN HEAD DIVISION-NAVSEA
COMPTROLLER DEPARTMENT, CODE 021
ACCOUNTING AND FINANCE DEPARTMENT BLDG 1601
101 STRAUSS AVENUE
INDIAN HEAD, MD 20640-5035**

Note: It is extremely important that your invoice is mailed to the address cited above. Failure to do so WILL result in delay of your payment. Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact. However, the official invoice MUST be mailed to the Indian Head Comptroller Department.

HQ G-2-0002 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**(a) Electronic Funds Transfer (EFT) Payment Requirements**

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:	Joyce Weaver
Phone Number:	(301)744- 6575
Payments/Invoicing:	Geneve Wesley
Phone Number:	(301)744-4840
Technical Representative:	Jeff Carlson
Phone Number:	(301)744-2314

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patsy Kragh at (301) 744-6669 .

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.
2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day
 Birthday of Martin Luther King, Jr.
 Washington's Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

Section H - Special Contract Requirements

WAGE DETERMINATION

94-2353 NJ, NEWARK

WAGE DETERMINATION NO: 94-2353 REV (21) AREA: NJ, NEWARK

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2354

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

William W. Gross Division of
 Director Wage Determinations

Wage Determination No.: 1994-2353
 Revision No.: 21
 Date Of Revision: 06/03/2005

State: New Jersey

Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	12.82
01012 - Accounting Clerk II	15.11
01013 - Accounting Clerk III	15.32
01014 - Accounting Clerk IV	19.05
01030 - Court Reporter	21.19
01050 - Dispatcher, Motor Vehicle	20.96
01060 - Document Preparation Clerk	14.45
01070 - Messenger (Courier)	11.70
01090 - Duplicating Machine Operator	13.55
01110 - Film/Tape Librarian	15.22
01115 - General Clerk I	11.76
01116 - General Clerk II	13.22
01117 - General Clerk III	14.45
01118 - General Clerk IV	18.34
01120 - Housing Referral Assistant	19.92
01131 - Key Entry Operator I	13.95
01132 - Key Entry Operator II	15.22
01191 - Order Clerk I	16.49
01192 - Order Clerk II	21.31
01261 - Personnel Assistant (Employment) I	14.85
01262 - Personnel Assistant (Employment) II	16.67
01263 - Personnel Assistant (Employment) III	19.18
01264 - Personnel Assistant (Employment) IV	20.79
01270 - Production Control Clerk	19.68
01290 - Rental Clerk	17.08
01300 - Scheduler, Maintenance	16.92
01311 - Secretary I	16.92
01312 - Secretary II	19.21
01313 - Secretary III	20.58

01314 - Secretary IV	23.33
01315 - Secretary V	25.32
01320 - Service Order Dispatcher	20.00
01341 - Stenographer I	17.71
01342 - Stenographer II	19.57
01400 - Supply Technician	24.66
01420 - Survey Worker (Interviewer)	17.44
01460 - Switchboard Operator-Receptionist	13.40
01510 - Test Examiner	19.21
01520 - Test Proctor	19.21
01531 - Travel Clerk I	13.25
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.59
01611 - Word Processor I	15.83
01612 - Word Processor II	17.78
01613 - Word Processor III	19.89
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	16.53
03041 - Computer Operator I	16.59
03042 - Computer Operator II	19.18
03043 - Computer Operator III	21.11
03044 - Computer Operator IV	24.66
03045 - Computer Operator V	27.32
03071 - Computer Programmer I (1)	23.02
03072 - Computer Programmer II (1)	27.38
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	17.65
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.38
05010 - Automotive Glass Installer	25.67
05040 - Automotive Worker	25.26
05070 - Electrician, Automotive	26.79
05100 - Mobile Equipment Servicer	23.10
05130 - Motor Equipment Metal Mechanic	27.50
05160 - Motor Equipment Metal Worker	25.67
05190 - Motor Vehicle Mechanic	27.50
05220 - Motor Vehicle Mechanic Helper	21.79
05250 - Motor Vehicle Upholstery Worker	24.20
05280 - Motor Vehicle Wrecker	25.67
05310 - Painter, Automotive	26.79
05340 - Radiator Repair Specialist	25.67
05370 - Tire Repairer	17.92
05400 - Transmission Repair Specialist	27.50
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	12.58
07010 - Baker	13.25
07041 - Cook I	12.09
07042 - Cook II	13.16
07070 - Dishwasher	9.45
07130 - Meat Cutter	18.01
07250 - Waiter/Waitress	9.98
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.95
09040 - Furniture Handler	15.93
09070 - Furniture Refinisher	20.95
09100 - Furniture Refinisher Helper	17.68

09110 - Furniture Repairer, Minor	19.20
09130 - Upholsterer	20.95
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.65
11060 - Elevator Operator	11.57
11090 - Gardener	14.06
11121 - House Keeping Aid I	12.33
11122 - House Keeping Aid II	13.16
11150 - Janitor	13.82
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	12.33
11270 - Pest Controller	15.42
11300 - Refuse Collector	13.38
11330 - Tractor Operator	14.95
11360 - Window Cleaner	13.61
12000 - Health Occupations	
12020 - Dental Assistant	14.85
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.39
12071 - Licensed Practical Nurse I	12.74
12072 - Licensed Practical Nurse II	18.27
12073 - Licensed Practical Nurse III	20.44
12100 - Medical Assistant	13.58
12130 - Medical Laboratory Technician	16.77
12160 - Medical Record Clerk	15.77
12190 - Medical Record Technician	16.41
12221 - Nursing Assistant I	8.10
12222 - Nursing Assistant II	9.12
12223 - Nursing Assistant III	11.72
12224 - Nursing Assistant IV	12.75
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	11.96
12311 - Registered Nurse I	21.77
12312 - Registered Nurse II	32.53
12313 - Registered Nurse II, Specialist	32.53
12314 - Registered Nurse III	39.36
12315 - Registered Nurse III, Anesthetist	39.36
12316 - Registered Nurse IV	47.04
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	26.56
13011 - Exhibits Specialist I	19.70
13012 - Exhibits Specialist II	26.56
13013 - Exhibits Specialist III	32.02
13041 - Illustrator I	19.51
13042 - Illustrator II	25.50
13043 - Illustrator III	27.73
13047 - Librarian	32.25
13050 - Library Technician	19.18
13071 - Photographer I	19.12
13072 - Photographer II	19.51
13073 - Photographer III	26.56
13074 - Photographer IV	31.46
13075 - Photographer V	37.58
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.63
15030 - Counter Attendant	9.63
15040 - Dry Cleaner	11.86
15070 - Finisher, Flatwork, Machine	9.63
15090 - Presser, Hand	9.63
15100 - Presser, Machine, Drycleaning	9.63
15130 - Presser, Machine, Shirts	9.63

15160 - Presser, Machine, Wearing Apparel, Laundry	9.63
15190 - Sewing Machine Operator	12.59
15220 - Tailor	13.30
15250 - Washer, Machine	10.44
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.22
19040 - Tool and Die Maker	27.34
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.67
21020 - Material Coordinator	18.56
21030 - Material Expediter	18.56
21040 - Material Handling Laborer	13.57
21050 - Order Filler	12.45
21071 - Forklift Operator	15.63
21080 - Production Line Worker (Food Processing)	16.77
21100 - Shipping/Receiving Clerk	14.53
21130 - Shipping Packer	14.53
21140 - Store Worker I	12.49
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.65
21210 - Tools and Parts Attendant	18.10
21400 - Warehouse Specialist	18.10
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	24.83
23040 - Aircraft Mechanic Helper	21.45
23050 - Aircraft Quality Control Inspector	29.82
23060 - Aircraft Servicer	23.29
23070 - Aircraft Worker	24.34
23100 - Appliance Mechanic	22.26
23120 - Bicycle Repairer	17.92
23125 - Cable Splicer	30.29
23130 - Carpenter, Maintenance	26.29
23140 - Carpet Layer	22.08
23160 - Electrician, Maintenance	34.28
23181 - Electronics Technician, Maintenance I	16.70
23182 - Electronics Technician, Maintenance II	25.36
23183 - Electronics Technician, Maintenance III	26.40
23260 - Fabric Worker	20.84
23290 - Fire Alarm System Mechanic	23.66
23310 - Fire Extinguisher Repairer	19.68
23340 - Fuel Distribution System Mechanic	23.80
23370 - General Maintenance Worker	17.74
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.66
23430 - Heavy Equipment Mechanic	23.66
23440 - Heavy Equipment Operator	27.24
23460 - Instrument Mechanic	23.80
23470 - Laborer	13.74
23500 - Locksmith	20.95
23530 - Machinery Maintenance Mechanic	21.11
23550 - Machinist, Maintenance	19.79
23580 - Maintenance Trades Helper	14.62
23640 - Millwright	24.73
23700 - Office Appliance Repairer	22.91
23740 - Painter, Aircraft	21.53
23760 - Painter, Maintenance	24.09
23790 - Pipefitter, Maintenance	28.29
23800 - Plumber, Maintenance	24.87
23820 - Pneudraulic Systems Mechanic	23.80
23850 - Rigger	23.80
23870 - Scale Mechanic	21.96
23890 - Sheet-Metal Worker, Maintenance	26.38

23910 - Small Engine Mechanic	20.07
23930 - Telecommunication Mechanic I	26.93
23931 - Telecommunication Mechanic II	27.98
23950 - Telephone Lineman	26.93
23960 - Welder, Combination, Maintenance	18.97
23965 - Well Driller	25.11
23970 - Woodcraft Worker	23.80
23980 - Woodworker	18.55
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.78
24580 - Child Care Center Clerk	14.82
24600 - Chore Aid	9.69
24630 - Homemaker	18.18
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	26.43
25040 - Sewage Plant Operator	20.95
25070 - Stationary Engineer	26.43
25190 - Ventilation Equipment Tender	20.56
25210 - Water Treatment Plant Operator	25.36
27000 - Protective Service Occupations	
(not set) - Police Officer	28.67
27004 - Alarm Monitor	16.23
27006 - Corrections Officer	25.11
27010 - Court Security Officer	26.71
27040 - Detention Officer	25.11
27070 - Firefighter	30.89
27101 - Guard I	13.18
27102 - Guard II	16.77
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	22.29
28020 - Hatch Tender	22.29
28030 - Line Handler	22.29
28040 - Stevedore I	21.46
28050 - Stevedore II	23.35
29000 - Technical Occupations	
21150 - Graphic Artist	21.02
29010 - Air Traffic Control Specialist, Center (2)	34.10
29011 - Air Traffic Control Specialist, Station (2)	23.52
29012 - Air Traffic Control Specialist, Terminal (2)	25.90
29023 - Archeological Technician I	17.71
29024 - Archeological Technician II	19.90
29025 - Archeological Technician III	24.58
29030 - Cartographic Technician	24.58
29035 - Computer Based Training (CBT) Specialist/ Instructor	33.64
29040 - Civil Engineering Technician	23.06
29061 - Drafter I	10.82
29062 - Drafter II	19.65
29063 - Drafter III	19.90
29064 - Drafter IV	24.58
29081 - Engineering Technician I	17.85
29082 - Engineering Technician II	20.08
29083 - Engineering Technician III	24.48
29084 - Engineering Technician IV	26.66
29085 - Engineering Technician V	29.15
29086 - Engineering Technician VI	34.83
29090 - Environmental Technician	21.65
29100 - Flight Simulator/Instructor (Pilot)	36.76
29160 - Instructor	27.55
29210 - Laboratory Technician	20.41
29240 - Mathematical Technician	24.58

29361 - Paralegal/Legal Assistant I	17.71
29362 - Paralegal/Legal Assistant II	22.12
29363 - Paralegal/Legal Assistant III	24.15
29364 - Paralegal/Legal Assistant IV	27.77
29390 - Photooptics Technician	24.58
29480 - Technical Writer	31.32
29491 - Unexploded Ordnance (UXO) Technician I	21.68
29492 - Unexploded Ordnance (UXO) Technician II	26.23
29493 - Unexploded Ordnance (UXO) Technician III	31.43
29494 - Unexploded (UXO) Safety Escort	21.68
29495 - Unexploded (UXO) Sweep Personnel	21.68
29620 - Weather Observer, Senior (3)	20.72
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.66
29622 - Weather Observer, Upper Air (3)	18.66
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	18.24
31260 - Parking and Lot Attendant	8.91
31290 - Shuttle Bus Driver	14.72
31300 - Taxi Driver	11.79
31361 - Truckdriver, Light Truck	16.19
31362 - Truckdriver, Medium Truck	18.47
31363 - Truckdriver, Heavy Truck	21.56
31364 - Truckdriver, Tractor-Trailer	21.56
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.51
99030 - Cashier	10.30
99041 - Carnival Equipment Operator	13.27
99042 - Carnival Equipment Repairer	13.85
99043 - Carnival Worker	10.96
99050 - Desk Clerk	11.86
99095 - Embalmer	26.62
99300 - Lifeguard	11.39
99310 - Mortician	29.28
99350 - Park Attendant (Aide)	14.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.86
99500 - Recreation Specialist	16.52
99510 - Recycling Worker	16.19
99610 - Sales Clerk	12.66
99620 - School Crossing Guard (Crosswalk Attendant)	10.27
99630 - Sport Official	11.39
99658 - Survey Party Chief (Chief of Party)	18.97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.25
99660 - Surveying Aide	12.58
99690 - Swimming Pool Operator	16.57
99720 - Vending Machine Attendant	14.50
99730 - Vending Machine Repairer	16.57
99740 - Vending Machine Repairer Helper	14.50

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg.

29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the

Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-5	Price Redetermination--Prospective	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	MAY 1989
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov.com

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Statement of Work

Contract Data Requirements List

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (b) applies.

() Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is --- employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**

In order to determine the appropriate wage determination as required by the Service Contract Act included in Section I, please comply with the following proposal requirement.

Please submit a price breakout of labor categories with hours and both the basic rate of pay (hourly wage paid the employee) and the fully burdened rate of pay (inclusive of all indirect allocations). Averages may be used for labor categories an Offeror expects may be utilized for more than one employee during performance of this contract. Please also submit a summary description of any other direct costs (e.g., travel, materials, associate/consultant subcontracts, etc.) inclusive of indirect allocations. Please review the sample wage determination provided in Section H, and if any proposed labor category fits within the provided wage determination, please indicate such and provide the appropriate category from the list. For labor categories that are not listed, please provide a brief description of the responsibilities of that position. Based on your submission in response to this requirement and subsequent review by the Department of Labor, the final wage determination included in the resulting contract or later modification may differ from the one included in this solicitation.

All Government agencies are required to report this information to the Department of Labor prior to issuing a service contract or order. Failure to provide this information may cause the Contracting Officer to reject your offer as non-responsive.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price service contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Patricia Kragh
NSWC Indian Head
101 Strauss Avenue, Bldg 1558
Indian Head, MD 20640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far/com

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

In order to determine the appropriate wage determination as required by the Service Contract Act include in Section I, please comply with the following proposal requirement.

Please submit a price breakout of labor categories with hours and both the basic rate of pay (hourly wage paid the employee) and the fully burdened rate of pay (inclusive of all indirect allocations). Averages may be used for labor categories an Offeror expects may be utilized for more than one employee during performance of this contract. Please also submit a summary description of any other direct costs (e.g., travel, materials, associate/consultant subcontracts, etc.) inclusive of indirect allocations. Please review the sample wage determination provided in Section H, and if any proposed labor category fits within the provided wage determination, please indicate such and provide the appropriate category from the list. For labor categories that are not listed, please provide a brief description of the responsibilities of that position. Based on your submission in response to this requirement and subsequent review by the Department of Labor, the final wage determination included in the resulting contract or later modification may differ from the one included in this solicitation.

All Government agencies are required to report this information to the Department of Labor prior to issuing a service contract or order. Failure to provide this information may cause the Contracting Officer to reject your offer as non-responsive.